

**REQUEST FOR APPLICATIONS (RFA) #30-DSDHH-95071-19  
TELECOIL-EQUIPPED HEARING AIDS**

RFA Posted On	August 1, 2019		
Open Application Periods	<b>September 1, 2019 through August 31, 2020.</b> The application period may be extended for two (2) additional years in one (1) year increments.		
Service	<b>Fitting and Servicing of Telecoil-Equipped Hearing Aids</b>		
Issuing Agency	Department of Health and Human Services Division of Services for the Deaf and the Hard of Hearing		
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**THIS REQUEST FOR APPLICATIONS (RFA)** advertises the Division's need for the services described herein and solicits applications offering to provide those services pursuant to the specifications, terms, and conditions specified herein. All applications received shall be treated as offers to contract. If the Division decides to accept an application, an authorized representative of the Department will sign in the space provided below. Acceptance shall create a contract that is effective as of the date specified below.

**THE UNDERSIGNED HEREBY SUBMITS THE FOLLOWING APPLICATION AND CERTIFIES THAT:** (1) He or she is authorized to bind the named Contractor to the terms of this RFA and Application; (2) The Contractor hereby offers and agrees to provide services in the manner and at the costs described in this RFA and Application; and, (3) This Application shall be valid for 60 days after the end of the application period in which it is submitted.

**To Be Completed By Contractor:**

Contractor Name:	E-Mail Address:	
Contractor's Street Address:	P.O. Box:	P.O. Box ZIP:
City, State & Street Address Zip:	Telephone Number:	
Name & Title Of Person Signing:	Fax Number:	
Signature:	Date:	

**Unsigned or Incomplete Applications Shall Be Returned Without Being Reviewed**

**NOTICE OF AWARD/FOR DSDHH USE ONLY:** Application accepted and contract awarded on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

By:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

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**PREREQUISITE** – Hearing Aid Providers that participate in this contract must have behind-the-ear (BTE) and in-the-ear (ITE) telecoil equipped hearing aids available that also have one of the additional built in: Bluetooth technology connectivity; OR, MFi (made for iPhone, iPad, and iPod touch) technology connectivity; OR, MFA (made for all others including Android) technology connectivity. In addition, each hearing aid provider will be expected to assist a consumer referred by the Division of Services for the Deaf and Hard of Hearing with synchronizing his/her Smartphone or Bluetooth enabled cell phone with a fitted telecoil equipped hearing aid, even if the hearing device requires the use of a streamer.

## **SECTION 1.0 INTRODUCTION AND BACKGROUND**

The North Carolina Division of Services for the Deaf and Hard of Hearing (DSDHH), through the Equipment Distribution Service (EDS) Program, provides telephones and other related equipment to eligible North Carolina residents with a hearing loss or speech impairment. This service was established in 1999 by an action of the North Carolina Legislature (§ 62-157. Telecommunications relay service) in conjunction with the telecommunications relay service. The intent of the EDS is to provide equipment which allows eligible individuals with hearing loss or speech impairment to use the telephone effectively. The Division's Equipment Distribution Service (EDS) Program can provide qualified Hard of Hearing individuals with one new (1) telecoil-equipped digital behind-the-ear hearing aid (or ITE if approved), to facilitate telephone communication. The funds for this service come from a monthly surcharge that is levied on all residential and business local exchange access facilities pursuant to the terms of N.C. Gen. Stat. § 62-157.

DSDHH has seven (7) Regional Centers located throughout the State. Individuals with a hearing loss or speech impairment may contact a Regional Center to determine if the individual is eligible to receive equipment provided by the EDS, and if eligible, a qualified representative (telecommunications consultant) at the Regional Center assists the applicant in choosing the right equipment that will meet the applicant's communication needs. Applicants that contact a Regional Center seeking to become an EDS consumer undergo an extensive vetting process that includes a face-to-face information session with one of the Regional Center's qualified representatives. The Regional Center assists the applicants to complete an application where essential information is recorded regarding requirements that will represent a package that will be forwarded to the Deaf and Hard of Hearing Central Office for review and approval or disapproval.

If the applying individual has a copy of an audiogram and a copy of the Certification and Documentation of Equipment Need (**Attachment H**) that support that he/she has had a hearing examination by a qualified Audiologist or Hearing Instrument Specialist within the preceding year, a part of the vetting process will not include the Regional Center sending the applicant to an Audiologist or Hearing Instrument Specialist. If the applying individual has a copy of the Certification and Documentation of Equipment need that support that he/she has had a hearing examination, the document must be a most current version (9/1/19 or later); otherwise, the document cannot be used. If the applying individual does not have documents that support that he/she has had a hearing examination by a qualified Audiologist or Hearing Instrument Specialist within the preceding one year, the Regional Center will provide the individual with a listing of all locations that have been approved for fitting and servicing telecoil equipped hearing aids in the Regional Centers general area of coverage. It then becomes the individual's responsibility to choose one of the approved locations and schedule the hearing examination.

For purposes of this RFA, the DSDHH realizes that multiple situations may occur that eventually result in an individual getting a hearing aid through funding provided by the EDS program.

*Examples are:*

- 1) An individual arrives at a hearing aid dispensing location to inquire about being examined and getting a hearing aid. The Contractor has reason to believe that the individual may qualify to receive a hearing aid and it be funded by the DSDHH's EDS program. The Contractor should administer an audiogram to the individual, and if the individual meets the hearing loss certification requirements outlined in the RFA, then complete a Certification of Documentation of Equipment Need and give it to the individual and*

*instruct the individual to contact one of the seven (7) DSDHH Regional Centers. Specific locations of the Regional Centers can be found on the [DSDHH website](#).*

The Regional Centers:

1. Asheville Regional Center - Telephone 828-665-8733  
Counties served – Buncombe, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, Mitchell, Polk, Swain, Transylvania, and Yancey
2. Charlotte Regional Center - Telephone 704-568-8556  
Counties served – Anson, Cabarrus, Gaston, Lincoln, Mecklenburg, Montgomery, Richmond, Rowan, Stanly, and Union
3. Greensboro Regional Center - Telephone 336-273-9692  
Counties served – Alamance, Davidson, Davie, Forsyth, Guilford, Randolph, Rockingham, Stokes, Surry, and Yadkin
4. Morganton Regional Center - Telephone 828-430-7185  
Counties served – Alexander, Alleghany, Ashe, Avery, Burke, Caldwell, Catawba, Cleveland, Iredell, McDowell, Rutherford, Watauga, and Wilkes
5. Raleigh Regional Center - Telephone 919-859-8526  
Counties served - Caswell, Chatham, Cumberland, Durham, Franklin, Granville, Harnett, Hoke, Johnston, Lee, Moore, Nash, Orange, Person, Vance, Wake, and Warren
6. Wilmington Regional Center - Telephone 910-251-5702  
Counties served - Bladen, Brunswick, Carteret, Columbus, Duplin, Jones, New Hanover, Onslow, Pender, Robeson, Sampson, and Scotland
7. Wilson Regional Center - Telephone 252-243-3014  
Counties served - Beaufort, Bertie, Camden, Chowan, Craven, Currituck, Dare, Edgecombe, Gates, Greene, Halifax, Hertford, Hyde, Lenoir, Martin, Northampton, Pamlico, Pasquotank, Perquimans, Pitt, Tyrrell, Washington, Wayne, and Wilson

The Contractor has no further responsibility unless the individual returns to its business to be fitted with a hearing aid. If the individual returns, both the individual and the Contractor will have received an approval letter from the DSDHH home office. If the Contractor determines based on an audiogram that the individual does not meet the certification requirements, the Contractor should provide the individual with a copy of the certification document insuring that the “does not meet certification requirements” section is marked by checking the “does not meet” section of page two of the form and completing the information section on page two. As a courtesy, the Contractor can advise the individual that he/she can visit a geographically located Regional Center to discuss any other options or resources that might be available to him/her.

- 2) An individual arrives at a hearing aid dispensing location and he/she has already visited a DSDHH Regional Center. In this case, the location should administer an audiogram and thereafter complete a Certification of Documentation of Equipment Need and give it to the individual and instruct him/her to return to the Regional Center and provide the location with a completed Certification of Documentation of Equipment Need.

The Contractor has no further responsibility unless the individual returns to its business to be fitted with a hearing aid. At this point, both the individual and the Contractor will have received an approval letter from the DSDHH home office.

- 3) There may be other situations that occur that are not identified. In this/these case(s), the Contractor should contact the Contract Administrator identified on the front page of the RFA for guidance/instructions.

## SECTION 2.0 PURPOSE

The purpose of this Request for Applications (RFA) is to establish contracts between the North Carolina Department of Health and Human Services (DHHS), Division of Services for the Deaf and the Hard of Hearing (Division or DSDHH) and Contractors who are qualified, currently licensed in the State of North Carolina to dispense telecoil-equipped hearing aids with additional technology (Bluetooth, or MFI, or MFA), and willing to assist the Division in the fitting and servicing of telecoil-equipped hearing aids for qualified recipients as described herein. Fitting and servicing of telecoil-equipped hearing aids for qualified recipients is a part of the Division's Equipment Distribution Services (EDS) Program. The Division will approve all applications tendered by interested potential Contractors that comply with the terms of this RFA. The Division shall not be required to approve the applications of Contractors who have failed materially to comply with these terms in prior contracts.

## SECTION 3.0 DEFINITIONS

1. **Applicant:** A resident of North Carolina who is Deaf, Hard of Hearing, or Deaf-Blind and who applies to receive a telecoil-equipped hearing aid under the EDS program (hereafter may be referred to as applicant, consumer, individual, recipient).
2. **Audiogram:** A complete audiogram indicates hearing thresholds for the right and left ear. It includes air conductors and bone conductors. It is also a graph that shows the audible threshold for standardized frequencies as measured by an audiometer.
3. **Audiometer:** A machine used for evaluating hearing acuity.
4. **Audiologist:** A health-care professional specializing in identifying, diagnosing, treating, and monitoring disorders of the auditory and vestibular system portions of the ear.
5. **Automatic Telecoil Response:** A telecoil device that is automatically activated by exposure to electromagnetic fields in telephone handsets or assistive listening devices so that it turns off the hearing aid's external microphone and eliminates background noise and feedback.
6. **Automatic Telephone Response:** A functional mode programmed within the memory of a hearing aid that automatically switches to the telephone function by exposure to electromagnetic fields in telephone handsets. Automatic Telephone Response lessens the probability of feedback but does not turn off the hearing aid's external microphone.
7. **dB HL:** Decibels hearing level. (i.e. dB is relative to the quietest sounds that a young healthy individual ought to be able to hear).
8. **Bluetooth:** Wireless communication platform that uses high frequency radio waves to transmit data from mobile phones, phone hubs, and tablets to a hearing aid. Intermediary devices such as Bluetooth phone streamers may be needed, however, recent technology has allowed some hearing aids to receive data directly from the data source without the need of an intermediary device.
9. **Bluetooth Hearing Aid Accessory** (As pertains to phone use): A wireless intermediary device such as a phone streamer or all-in-one device (phone, computer, television, remote microphone) that provides a link of communication between a hearing aid and a Bluetooth enabled device.

10. **BTE:** A behind-the-ear hearing aid. BTE's have a small plastic case that fits behind-the-ear and provides sound to the ear via air conduction of sound through a small length of tubing or electrically with a wire and miniature speaker. The delivery of sound to the ear is usually through a custom-made ear mold, or other pliable fixture, that contours to the individual's ear.
11. **Contractor:** A sole proprietor, partnership, or professional corporation that: (a) consists of, or employs, Providers, as that term is defined below; and (b) executes a contract with the Division to provide the professional services described in this RFA.
12. **DHHS:** The Department of Health and Human Services
13. **DSDHH:** The Division of Services for the Deaf and Hard of Hearing; also referred to as "the division" in this document
14. **Ear Mold:** A piece of plastic or other soft material molded in different occluded or non-occluded styles to fit in the ear and to deliver the sound from a BTE hearing aid.
15. **EDS:** The Division of Services for the Deaf and Hard of Hearing's Equipment Distribution Service.
16. **FM System:** Personal frequency modulation systems
17. **Hearing Instrument Specialist:** A professional who evaluates people with hearing problems and chooses the best hearing aid to improve their condition.
18. **Hz:** Symbol for hertz, a unit of frequency in the International System of Units and is defined as one cycle per second.
19. **Induction loop system:** A system that transmits an audio signal directly into a hearing aid via a magnetic field, greatly reducing background noise, competing sounds, reverberation, and other acoustic distortions that reduce clarity of sound.
20. **ISO Device:** ISO 13485 Medical Devices – Quality Management Systems – Requirements for regulatory purposes is an International Organization for Standardization standard published in 1996.
21. **ITE:** A full-shell in-the-ear hearing aid.
22. **Live Listen:** A feature that works by using the built-in microphone on an iPhone, iPad, or iPod to reinforce and even amplify the sound levels reaching an individual's ears. Live Listen amplifies the sound picked up from the microphone on an iPhone or iPad only.
23. **MFI:** "Made for iPhone" technology that allows hearing aid to receive sound directly from iPhone, iPad, or iPod touch. The ISO device can also be used to turn on Live Listen, adjust the hearing aid volume and to monitor battery life.
24. **MFA:** "Made for All" technology permits a hearing aid to connect directly to a mobile device or android phone that has Bluetooth technology without the use of an intermediary device such as a Bluetooth phone streamer or neck loop.
25. **Otolaryngologist:** Physicians trained in the medical and surgical management and treatment of patients with diseases and disorders of the ear, nose, throat (ENT), and related structures of the head and neck.
26. **Provider:** An Otolaryngologist who is licensed to practice medicine in North Carolina and who fits hearing aids; or, an Audiologist licensed or registered by the NC Board of Examiners for Speech Language Pathologists and Audiologists; or a Hearing Instrument Specialist licensed or registered by the NC Hearing Aid Dealers and Fitters Licensing Board.

- 27. **Public address system:** A system of microphones, amplifiers, and loudspeakers used to amplify speech or music in a large building or at an outdoor gathering
- 28. **Recipient:** An applicant approved by the Division to receive a telecoil-equipped hearing aid under the Service.
- 29. **Receiver in Canal:** The receiver (or speaker) of the hearing aid fits directly into the ear canal and is connected to the hearing aids body by a thin wire which relays the signal from the processor to the receiver.
- 30. **Region:** One of the seven (7) multi-county administrative regions created by the Division to facilitate the provision of services across the State. A map showing the seven regions can be viewed online at: <http://www.ncdhhs.gov/dsdhh/where.htm>
- 31. **Regional Center:** One of seven (7) DSDHH offices within the seven (7) multi-county administrative regions referenced above. The address of each Regional Center can be found on the web page referenced above.
- 32. **RIC Ear Mold:** Receiver in the Canal hearing aid fitting.
- 33. **Service:** The DSDHH service that provides qualified hard of hearing individuals with one (1) telecoil-equipped digital behind-the-ear (or ITE if approved) hearing aid with additional technology to facilitate telephone communication.
- 34. **Streamer:** (Also referred to as a Phone Streamer or All-In-One Bluetooth Streamer): A communication interface between the hearing instruments and other devices such as cell phone.
- 35. **Telecoils:** Sometimes called “Telephone Coils” or “T-coils”, are electronic devices that allow audio sources to be directly connected to hearing aids. Telecoils help hearing aids filter out background noise. They can be used with telephones, FM systems, induction loop systems, and public address systems.

#### **SECTION 4.0 REQUEST FOR APPLICATION TERM**

This Request for Application (RFA) shall have an open application period **beginning September 1, 2019. The Contract Ending date for the initial one (1) year term will end on August 31, 2020.** The open application period may be extended for two (2) additional years in one (1) year increments.

#### **SECTION 5.0 CONTRACTOR HEARING EXAMINATION RESPONSIBILITIES**

**IMPORTANT ADDITION TO CERTIFICATION OF DOCUMENTATION OF EQUIPMENT NEED (Attachment H).** This document now includes an opportunity for the Contractor to include additional technology as a part of the provided telecoil equipped hearing aid. Thus, the Contractor must determine, based on the brand/type of Smartphone or Bluetooth enabled cell phone the individual may have, exactly which technology best meets the individual's needs.

- 5.1 Prior to a hearing evaluation, in accordance with the Federal Food and Drug Administration (FDA), Subpart H – Special Requirements for Specific Devices, Section 801.421 Hearing aid devices, conditions for sale, ask the prospective user for a written statement (referred to by the FDA as Medical Clearance) signed by a licensed physician that states that the patient's hearing loss has been medically evaluated and the patient may be considered a candidate for a hearing aid. If the prospective user doesn't have a Medical Clearance, the Audiologist or Hearing Instrument Specialist must encourage the

prospective user to visit a licensed physician (preferably one who specializes in diseases of the ear). The Audiologist or Hearing Instrument Specialist **MUST** not suggest or recommend any location for the prospective user to visit.

If the Audiologist or Hearing Instrument Specialist determines through observation and communication with the prospective user that visiting a licensed physician will result in an undue hardship for the prospective user, then and only then should an opportunity to sign a waiver be discussed. If a waiver is discussed, the Audiologist or Hearing Instrument Specialist must do the following:

- 1) Confirm that the prospective hearing aid user is 18 years of age or older;
- 2) Inform the prospective hearing aid user that the exercise of waiver is not in the user's best health interest, in that a licensed physician may determine that a medical or surgical procedure may be more appropriate than being fitted with a hearing aid;
- 3) Make no statement or take any action that actively encourages the prospective user to waive such a medical evaluation; and,

If the prospective hearing aid user insists that he/she be allowed to sign a waiver, the Audiologist or Hearing Instrument Specialist must use language developed by the FDA to afford the prospective user the opportunity to sign such waiver. A sample waiver that includes FDA language is attached as an example and marked **Attachment J**.

**5.2** The Audiologist or Hearing Instrument Specialist shall conduct the hearing evaluation in an environment that meets or exceeds the criteria for background noise in audiometric rooms as specified by the American National Standard Criteria for Permissible Ambient Noise during Audiometric Testing (ANSI S 3.1-1977), including all subsequent amendments and edition

- (a) The Contractor may only charge the Consumer for the hearing examination or evaluation with the consumers prior consent. It is the consumers responsibility to pay for the hearing examination unless the examination is offered at no charge by the provider.

**5.3** The Service is available only to Hard of Hearing individuals who have bilateral hearing loss that impairs the individual's ability to use a telephone. More specifically, to be eligible, an Applicant must meet the requirements ("standard use-indicators") set out in subsections (a) and (b), below:

- (a) **First**, the Applicant must have ---in the ear better suited for telephone use:

- (1) A hearing loss of 40 dB HL or greater for pure tone average at frequencies of 500 Hz, 1000 Hz, and 2000 Hz; **or**
- (2) A hearing loss of less than 40 dB HL for pure tone average at frequencies tested below 2000 Hz and greater than 40 dB HL for the pure tone average at 2000, 4000, 6000, and 8000 Hz; **and**

- (b) **Second**, the Applicant must also have a hearing loss---in the ear better suited for telephone use --- that is 90 dB HL or less for the pure tone average of all thresholds tested.

**Note:** Applications from applicants with a pure tone average (of all thresholds tested) of more than 90 dB HL will be disapproved unless in-depth documentation is presented which proves that the hearing aid chosen for the applicant allows for effective telephone use and that approval is obtained through special review by a DSDHH contracted Audiologist.

**5.4** If the Audiologist or Hearing Instrument Specialist determines that an Applicant cannot use a BTE hearing aid due to physical incapacity, the Audiologist or Hearing Instrument Specialist shall provide a detailed written description of the physical condition that precludes the use of a BTE hearing aid. The



Audiologist or Hearing Instrument Specialist shall provide this explanation on company letterhead in addition to completing the "Other Style" selection of the "Certification and Documentation of Equipment Need" form (**ATTACHMENT H**) of the hearing aid application. In such a case, after full review and prior approval by DSDHH, a full-shell, in-the-ear (ITE) hearing aid with telecoil and Bluetooth, or MFI, or MFA may be substituted for a BTE hearing aid.

The Audiologist or Hearing Instrument Specialist will provide a copy of the audiogram, a copy of the Certification and Documentation of Equipment Need, and a business card containing the Contractor's contact information to the applicant or the applicant's official representative. It is the applicant's responsibility to return the documents to the applicable DSDHH Regional Center.

- 5.5** The Provider shall not dispense a telecoil-equipped hearing aid to any recipient until an authorization has been received from the division. If the authorization form is either not received or is lost, a duplicate copy can be obtained by contacting the division's Central Office representative. If a provider does provide the telecoil-equipped hearing aid to the recipient prior to receiving the authorization the provider is then responsible for any costs of said device if the recipient is not approved by the division or the recipient is unable to follow through with services.

## **SECTION 6.0 CONTRACTOR FITTING OF EQUIPMENT AND OTHER RESPONSIBILITIES**

**After the audiogram and completion of documents (Certification and Documentation of Equipment Need and copy of written description of the physical condition of the applicant that precludes the use of a behind the ear [BTE (OR ITE if approved) hearing aid if applicable], the Contractor has no further responsibilities unless and until the Applicant returns to its location.**

- 6.1** If an applicant is approved for a telecoil equipped hearing aid, the DSDHH Central Office will mail a letter of notification of approval to the applicant and an authorization letter to the Contractor that performed the hearing examination and/or signed the certification form. The Contractor's responsibility is then to schedule an appointment with the applicant to provide the telecoil equipped hearing aid. If the applicant does not receive approval for a telecoil equipped hearing aid, the DSDHH Central Office will mail a letter of notification of disapproval to the applicant and to the Contractor that performed the hearing examination. A letter of disapproval ceases any responsibility for the Contractor.
- 6.2** After the prospective hearing aid user receives an approval letter from DSDHH, the Contractor shall provide the Applicant with the following goods and services within thirty (30) days following receipt of authorization from the Division (or as soon thereafter as reasonably possible):
- (a) Describe the hearing aid fitting process that will occur
  - (b) One new telecoil-equipped BTE (or ITE if approved) hearing aid with the telecoil activated, and one of the following additional technologies:
    - 1. Bluetooth
    - 2. MFI
    - 3. MFA
  - (c) One ear mold most appropriate for the Applicant's use of the telephone; (See RFA Section 6.6);
  - (d) One (1) package of batteries in addition to the batteries that are packaged with the hearing aid; and,
  - (e) Instructions on the use and maintenance of the hearing aid, including instructions and demonstration on the proper use of the telecoil as described in RFA Section 6.5 and whichever additional technology is added to the telecoil equipped hearing aid.

- (f) The telecoil on the telecoil equipped BTE (or ITE if approved) hearing aid must be activated and the consumer must be trained on how and when to use it.
- (g) The Contractor will assist the consumer with the added technology (Bluetooth, MFI, MFA) that is included on the telecoil equipped hearing aid. For example, if the consumer has an Apple iPhone, it might be most appropriate to choose MFI capability. A Bluetooth capable hearing aid that uses an intermediary device such as a streamer may be a choice if MFI or MFA is not available, not under the price cap, or won't work with a specific mobile device.
- (h) The chosen additional technology (Bluetooth, MFI, MFA) must be activated and the consumer must receive instructional information that helps them configure the technology so that it connects with the consumer's Smartphone or Bluetooth enabled cell phone.

**6.3** The Division shall grant exceptions to this thirty (30) day deadline, or as soon thereafter as possible, only upon a showing of good cause by the Contractor.

**6.4** The Contractor shall provide the specific hearing aid as identified on the Certification and Documentation of Equipment Need document previously completed (including the manufacturer and model), the hearing aid that the Contractor determined to be the most effective telecoil-equipped, BTE hearing aid that meets the Recipient's hearing loss needs and remains within the Disbursement criteria as found in Sections 8.1, 8.2, 8.3, & 8.4 of this RFA.

**6.5** The Contractor **may dispense** hearing aids with manually activated telecoils or hearing aids with automatic telecoil response. The Contractor and the consumer shall discuss which telecoil setup is best for the consumer and use the mutually agreed setup. The Contractor shall not dispense a hearing aid with automatic telecoil response if the cost of the device exceeds the Service cost allowance. When the Contractor dispenses a hearing aid, the Contractor must use the Recipient's hearing aid and an available telephone to demonstrate to the Recipient how the telecoil works and how to activate the telecoil if done manually to ensure that:

- (a) the telecoil works;
- (b) the Recipient can activate the telecoil and the additional technology successfully; and,
- (c) the applicant is better able to effectively use the telephone with the hearing aid.

**6.6** The Contractor shall dispense the most appropriate ear mold for the Recipient's use of the telephone from the following styles: custom occluded ear molds—full receiver, Skeleton, Semi-Skeleton, Canal, Canal Lock, Shell or Shell Canal, or use non-occluding ear molds such as open, dome-tip, or RICs.

**6.7** The Contractor shall give each Recipient of a telecoil-equipped hearing aid a thirty (30) day trial period. The trial period shall begin on the first day following the day on which the Recipient was fitted with the hearing aid.

**6.8** The Contractor shall accept the return of the telecoil-equipped hearing aid at any time during the thirty (30) day trial period, at no cost to the Recipient, if the Recipient is unsatisfied with the hearing aid or if an Otolaryngologist determines that it is not practicable for the Recipient to use the hearing aid. In this event, the Contractor's disbursement shall be governed by RFA Section 8.6, below. If the returned hearing aid has been altered, tampered with, misused, or abused, the Contractor may forward the hearing aid to the DSDHH Central Office with a brief description of the reason the hearing aid is being forwarded and the name of the Recipient who returned the hearing aid. If the hearing aid needs to be serviced at any time during the 30-day trial period and the consumer is without the hearing aid, the trial period is paused until the consumer is back in possession of the hearing aid again.

**6.9** The Contractor shall notify the Division of all hearing aids that are returned to the Contractor by Recipients or their families. If a hearing aid is returned to the Contractor after the expiration of the thirty (30) day trial period, the Contractor shall forward the hearing aid to the Division. In this event, the Contractor disbursement shall be governed by RFA Section 8.6, below.

- 6.10** The Contractor shall provide maintenance and repair services for the hearing aid, at no additional cost to the Division or the Recipient, for a term of twelve months (beginning on the first day following the day on which the Recipient was fitted with the hearing aid) or for the term of the manufacturer's warranty, whichever is longer. If the hearing aid requires shipping to the manufacturer for repair, shipping costs are the responsibility of the applicant if not covered under the manufacturer's warranty.
- 6.11** The Contractor shall schedule follow-up visits with the Recipient to evaluate the use and care of the hearing aid and provide additional instruction and adjustments no less than:
- (a) Once within the 30-day trial period;
  - (b) Three (3) months after the day on which the Recipient was fitted with the hearing aid; and,
  - (c) Nine (9) months after the day on which the Recipient was fitted with the hearing aid.
- 6.12** The Contractor shall refer Recipients who require excessive follow-up to the Regional Center serving the Recipient's county of residence. Excessive follow-up means five (5) or more complaints via telephone or office visits within the 30-day trial period or ten (10) or more complaints in total via telephone or office visits within the first three (3) months of hearing aid fitting.
- 6.13** The Contractor shall give the Division's Contract Administrator written notice of any changes to the information contained in any of the Application documents by no later than thirty (30) days after the change occurs. The Contractor shall use the "Notification of Information Change" form supplied by the Division in the Application Approval Packet (**Attachment I**).
- 6.14** In the event of business closure or sale of business, the Contractor shall immediately notify the Division's Contract Administrator of such transaction. The Contractor must present to the Division's Contract Administrator the following information within thirty (30) days of the transaction date:
- a) Effective date of closure or sale
  - b) Financial and/or banking information change including closure of account (s)
  - c) A list of DSDHH applicants fitted within a year of closure / sale date
  - d) A plan of action stating how applicants will receive services and follow-up as specified in 6.10 and 6.11 of this contract.

## **SECTION 7.0 THE DIVISION'S DUTIES**

- 7.1** The Division will meet with all Applicants and help them complete their applications.
- 7.2** The Division will give each Applicant a list of all Contractors who have a Contract under this RFA who have an office in the DSDHH Region that serves the Applicant's county of residence.
- 7.3** The Division will review and process all applications received by it and will determine each Applicant's eligibility.
- 7.4** When the Division completes its review of an application, the Division will give the Applicant, and the Contractor named in the Applicant's application, written notice of its decision by regular U.S. mail.
- 7.5** If the Division approves the application, the letter to the Contractor will authorize the Contractor to order and dispense a telecoil-equipped behind-the-ear (BTE (OR ITE IF APPROVED)) hearing aid to the Applicant and the letter to the Applicant will identify the authorized Contractor. The Division will send the Contractor a "Hearing Aid Delivery and Follow-Up" form with the authorization materials. **No Contractor should order and dispense a hearing aid without first receiving the authorization materials or risk being held accountable for all costs associated.**

- 7.6 The Division shall follow-up with Recipients after they have been fitted to ensure their satisfaction with their hearing aids.
- 7.7 The Division shall provide intervention services to Recipients who require frequent follow-up, as reported by the Contractor pursuant to RFA Section 6.12, above.
- 7.8 The Division shall provide Contractors at least one (1) Information Q & A Session during the contract year. The information session will highlight the changes in the contract, review the new technologies, the Contractors' and the Division's duties and responsibilities.
- 7.9 The Division shall reimburse the Contractor as detailed in Section 8, below.
- 7.10 The Division shall monitor the Contractor's performance through internal and external random audits of applications, Applicant feedback, and Contractor records.
- 7.11 The Division shall investigate complaints and submit its findings, as appropriate, to the North Carolina Hearing Aid Dealers and Fitters Licensing Board's Committee on Investigations or to the North Carolina Board of Examiners for Speech and Language Pathologists and Audiologists, or both as applicable. The Division may also determine that its findings should be reported to the NC Attorney General's Office.
- 7.12 The Division shall not require the Contractor to provide services to any Applicant in the Applicant's home.
- 7.13 The Division shall provide information about the status of an application for services only to the Applicant or a family member of the Applicant and not to the Contractor.
- 7.14 The Division shall assign one staff person to serve as the Division's Contract Administrator, who will answer the Contractor's questions regarding the specifications, terms, and conditions of this Contract. (See page 1 of the RFA for the Division Contract Administrator's contact information)
- 7.15 The Division shall assign a second staff person to answer questions regarding billing procedures, the status of Contractor invoices, and the status of Contractor payments. This person will be identified in the Letter of Acceptance that informs the Contractor that the Applicant has been approved to receive a hearing aid under the Service. This person will be available via telephone, email, and facsimile between the hours of 8:00 AM and 5:00 PM on State Business Days.

## SECTION 8.0 DISBURSEMENT

- 8.1 At the conclusion of each Recipient's initial thirty (30) day trial period, the Contractor shall submit to the Division the following items:
  - (a) The original copy of the DSDHH authorization form, countersigned by the Contractor's authorized agent; **and**
  - (b) The manufacturer's original invoice on the company's letterhead or HICF (Health Insurance Claim Form) for the hearing aid, which shall include:
    - (1) The date of service; and
    - (2) List of charges and fees which must match the summary shown on the original authorization;
    - (3) The hearing aid's serial number;

- (4) The amount billed to the Contractor for the hearing aid, including shipping, subject to the limitations set out in RFA Section 8.2, below; and
  - (5) The Recipient's name; **and**
- (c) The Contractor's invoice for:
- (1) A dispensing fee, which shall be no more than \$600.00 for the monaural fitting;
  - (2) A custom ear mold impression and materials fee, which shall be no more than \$50.00; and
  - (3) The wholesale cost of one package of no more than 6 batteries or \$6.00, whichever is less; **and**
  - (4) "Phone Streamer (if deemed by the provider as needed) at a cost of no more than \$200. This cost up to \$200 must fit within the whole hearing aid and accessory cost of under \$1,600.00": and
- (d) The "Delivery/Fitting and Follow-Up Notification" form" signed and dated by the Audiologist or Hearing Instrument Specialist and the Consumer at the time of the initial hearing aid fitting and again at the time of the first follow-up appointment.

**8.2** Notwithstanding the costs quoted in the manufacturer's original invoice, the Division will pay the Contractor no more than:

- (a) \$75.00 for one custom, occluded-style ear mold; **and**
- (b) \$20.00 for the cost of shipping the ear mold from the manufacturer to the Contractor; **and**
- (c) \$20.00 for the cost of shipping one corrected custom ear mold, **if** the audiologist or hearing aid fitter determines that the first mold is not acceptable;

**Or alternatively,**

- (d) The Division will pay no more than \$15.00 for the cost of shipping one package of no less than three non-occluded style ear molds (domes).

**Note: DSDHH will not pay Express, Overnight or Priority Mail shipping costs.**

**Note: The Division will only reimburse the Contractor for the cost of shipping one corrected, custom ear mold correction.**

**8.3** The costs of instructing the Recipient in the use and maintenance of the hearing aid and of the follow-up services described in RFA Section 6.11 shall be included in the purchase price and shall not be billed separately to the Recipient or the Division.

**8.4** The maximum cost that may be billed to DSDHH for each hearing aid, including all fees and charges, shall not exceed **\$1,600.00**. The Contractor shall not present the Recipient, the Recipient's family, or the Recipient's insurance provider with a bill for any of the unpaid costs of the goods and services provided under this contract and shall not otherwise seek reimbursement from the Recipient, the Recipient's family, or the Recipient's insurance provider for any of the costs not paid by DSDHH. If the Recipient decides to purchase a second hearing aid and the Recipient has an insurance policy that will pay for part or all the cost of that second hearing aid, the Contractor may bill the Recipient's insurance provider for that second hearing aid, pursuant to the terms of that policy. DSDHH shall only pay for one hearing aid.

**8.5** The Contractor shall invoice DSDHH for a hearing aid no more than six (6) months after the date on which DSDHH authorizes the Contractor to fit the Recipient with a hearing aid. DSDHH **shall not** pay

an invoice received more than twelve (12) months after the date on which DSDHH authorized the Contractor to fit the Recipient with a hearing aid and will be returned to the Contractor.

- 8.6** If a Recipient returns a hearing aid within the thirty-day (30) trial period, the Contractor **shall not** invoice the Division as described in RFA Section 8.1, above. However, the Contractor may bill the Division for a service fee of \$125.00 for time involved and may also bill the Division for costs and materials, impressions and ear mold charges for any non-returnable ear molds as submitted and shown on the original manufacturer's invoice. Total disbursement of all costs associated with returned hearing aids shall not exceed \$200.00. The Division shall pay the total of the service fee and ear mold costs upon the receipt of the original signed authorization form, an invoice stating, "Returned Hearing Aid Service Fee" and all manufacturer's invoices supporting billing claims.
- 8.7** If a Recipient returns a hearing aid to the Contractor after the expiration of the thirty-day trial period and the Contractor is unable to return the hearing aid to the manufacturer, the Contractor may send the hearing aid to DSDHH and invoice DSDHH (if it has not already done so) as specified in RFA Section 8.1, above, but may not invoice the Division for the service fee disbursements specified in RFA Section 8.6, above.

## **SECTION 9.0 INSTRUCTIONS TO CONTRACTORS**

- 9.1 Award or Rejection:** The Division will evaluate all complete applications against the requirements of this RFA. The Division reserves the unqualified right to reject any or all applications if rejection serves the best interests of the State. The Division will give each Contractor written notice by U.S. mail of the Division's decision to accept or reject the Contractor's application.
- 9.2 Oral Explanations:** The Division will not be bound by oral explanations or instructions given at any time during the RFA process or afterward.
- 9.3 Reference to Other Data:** Only information that is received in response to this RFA will be evaluated; references to information previously submitted in other applications will not be considered.
- 9.4 Titles:** Titles and headings in this RFA are for convenience only and shall have no binding force or effect.
- 9.5 Form of Application:** Applications must be submitted in the form and format specified by this RFA and must provide the information specified in this RFA.
- 9.6 Acceptance of RFA Terms & Conditions:** All Contractor applications are subject to the terms and conditions outlined herein. All Contractor applications shall be controlled by such terms and conditions and the submission of other terms and conditions as part of an application shall have no effect either on this Request for Applications or on any contract that may be awarded through this RFA. By submitting an executed application, the Contractor specifically agrees to the specifications, terms, and conditions set forth in this RFA.
- 9.7 Historically Underutilized Businesses:** Pursuant to G.S. § 143-48, the Division invites and encourages participation in this RFA by businesses owned by minorities, women, the disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled.
- 9.8 Questions:** Questions about the RFA may be submitted to the Division via email or written correspondence. Please use the email address, mailing address, or Fax number listed on the first page of this RFA when submitting such questions.

- 9.9 Submission of Applications:** Mail **two signed originals** of your application to the Division's Contract Administrator at the Mail Service Center address on page 1 of this RFA. A "signed original" is a document that bears hand-written signatures rather than photocopies of hand-written signatures. Retain a photocopy of your application for your files. **Applications received by Fax or Email will not be reviewed by the Division.**
- 9.10 Acceptance of Applications:** If the Division accepts an application, an authorized representative of the Division shall countersign the first page of the Application and return one original signed counterpart of the Application to the individual or entity that submitted the application. The countersigned Application shall constitute the Contract between the parties.
- 9.11 Application Deadlines:** Contractors who currently have T-coil contracts with the Division and who do not want their contracts to lapse must deliver their complete application to the Division by no later than 5:00 PM on Friday, August 31, 2019.
- 9.12 Incomplete Applications:** Incomplete applications will be returned to the Contractor without being reviewed.

## **SECTION 10.0 THE COMPONENTS OF THE APPLICATION**

- 10.1 A complete application consists of the following documents, arranged in the order in which they are listed below:**
- (a) RFA Pages 1-16;
  - (b) RFA Attachment A, the General Terms and Conditions;
  - (c) RFA Attachment B, the Contractor Information Sheet, as completed by the Contractor;
  - (d) RFA Attachment C, the ADA Compliance Questionnaire, as completed by the Contractor;
  - (e) RFA Attachment D, the Contractor's Electronic Payment Form, with voided check attached as completed by the Contractor;
  - (f) RFA Attachment E, the Contractor Certifications Required by North Carolina Law, as completed by the Contractor;
  - (g) RFA Attachment F, Certification of Compliance with N.C. Gen. Stat. § 133-32 and Executive Order 24, as completed by the Contractor;
  - (h) RFA Attachment G, the Audiologist's or Hearing Instrument Specialist's Verification, with **one** verification being completed and signed by **each** Audiologist or Hearing Instrument Specialist listed on Attachment B;
  - (i) A copy of **each** Audiologist's or Hearing Instrument Specialist's license or letter of renewal/verification of licensure from the North Carolina Hearing Aid Dealers and Fitters Licensing Board or the North Carolina Board of Examiners for Speech and Language Pathologists and Audiologists or both if dually licensed (notwithstanding any other instructions to the contrary, **place this document immediately behind the individual's verification**);
  - (j) A completed copy of the State of North Carolina's SUBSTITUTE W-9 FORM. This document is attached for reference and marked **Attachment K**.
- 10.2 The following Application documents **must be signed** by the Contractor or the Contractor's authorized representative:**
- (a) Page 1 of the RFA;
  - (b) RFA Attachment C, the ADA Compliance Questionnaire;
  - (c) RFA Attachment D, the Contractor's Electronic Payment Form;
  - (d) RFA Attachment E, the Contractor Certifications Required by State Law; and
  - (e) RFA Attachment F, Certification of Compliance with G.S. § 133-32 and Executive Order 24

- 10.3** Each Audiologist's or Hearing Instrument Specialist's Verification (Attachment H) **must be signed** by the Audiologist or Hearing Instrument Specialist making the verification.

## **SECTION 11.0 CONTRACTOR QUALIFICATIONS**

The Contractor and each person providing testing or fitting services under this Contract must possess and maintain, throughout the term of the Contract, a valid and current license or registration certificate issued by the North Carolina Hearing Aid Dealers and Fitters Licensing Board or the North Carolina Board of Examiners for Speech and Language Pathologists and Audiologists.

**[Remainder of Page Intentionally Left Blank]**



## ATTACHMENT A

### General Terms and Conditions

1. **Contract Documents:** The Contract between the Contractor and the Division shall consist of the Contractor's Application, as described in Section 10 of this RFA. The Application, once it is countersigned by an authorized representative of the Division, shall constitute the entire agreement between the parties and supersede all other prior oral or written statements or agreements.
2. **Contract Administrators:** The Contract Administrators are the persons to whom all required notices shall be given and to whom all matters relating to the administration or interpretation of this Contract shall be addressed. The Contractor shall identify the name, address, telephone number, facsimile number, and email address of its Contractor Administrator in RFA Attachment B. The Division's contract administrator is named on page one (1) of the RFA. Either party may change the identity of its Contract Administrator or change the contact information for its Contract Administrator by giving timely written notice of the change to the other party.

### Relationships of the Parties

3. **Independent Contractor:** The Contractor is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed.
4. **Subcontracting:** The Contractor shall not subcontract any of the work contemplated under this Contract.
5. **Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
  - (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
  - (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

6. **Beneficiaries:** Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Division and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Division and Contractor that any such person or entity, other than the Division or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

### Indemnity and Insurance

7. **Indemnification:** The Contractor agrees to indemnify and hold harmless, the State of North Carolina, the Department, the Division, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract.

8. **Insurance:** During the term of the Contract, the Contractor shall provide, at its sole cost and expense, commercial insurance of such types and with such terms and limits as may be reasonably associated with the Contract.

## Term and Termination

9. **Term:** A contract arising out of this RFA shall be effective on the date specified by the Division when it countersigns the Contractor's Application and shall terminate on **August 31, 2020**.
10. **Termination Without Cause:** Either party may terminate this Contract without cause by giving 30 days written notice to the other party.
11. **Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Division shall have the right to terminate this Contract by giving written notice to the Contractor and specifying the effective date thereof. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Contractor's breach of this agreement, and the Division may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this Contract. The Contractor's use of unlicensed Audiologists or Hearing Instrument Specialists at any time during the term of this Contract shall also be an act of default under this contract.
12. **Waiver of Default:** Waiver by the Division of any default or breach in compliance with the terms of this Contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Division and the Contractor and attached to the Contract.
13. **Availability of Funds:** The parties to this Contract understand and agree that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Division.
14. **Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
15. **Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein that must survive contract expiration or termination in order to be given their full effect shall survive Contract expiration or termination, unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

## Compliance with Applicable Laws

16. **Compliance with Laws:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction or authority.
17. **Equal Employment Opportunity:** The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

**Health Insurance Portability and Accountability Act (HIPAA):** The Contractor agrees that, if the Division determines that some or all activities within the scope of this Contract are subject to the Health

Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Division may require to ensure compliance.

## **Confidentiality**

- 18.** Any information, data, instruments, documents, studies or reports acquired by the Contractor under this agreement shall be kept confidential and not divulged or made available to any individual or organization without the prior written approval of the Division. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

## **Oversight**

- 19. Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to such persons and records.
- 20. Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Division. The Division's basic records retention policy requires all records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

## **Miscellaneous**

- 21. Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Division and the Contractor. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services must approve any amendment to a contract awarded through those offices.
- 22. Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Contractor, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their sites and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.
- 23. Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.
- 24. Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

- 25. Time of the Essence:** Time is of the essence in the performance of this Contract.
- 26. Advertising:** The Contractor shall not use the award of this Contract as a part of any news release or commercial advertising.

**[Remainder of Page Intentionally Left Blank]**

## ATTACHMENT B

### Contractor Information Sheet (Please Write Legibly)

Contractor Name (As Listed for Tax Purposes on W-9)

D/B/A Name, if any

Main Corporate Street Address

Main Corporate Post Office Box (if any)

City

County

State

Zip

Phone No.

Fax No.

Email Address

The Name of the Contractor's Contract Administrator

Contract Administrator's Street Address

Contract Administrator's Office Box (if any)

City

County

State

Zip

Contract Administrator's Phone No.

Contract Administrator's Fax No.

Contract Administrator's Email Address

Billing Inquiries Representative / Contact

Billing Contact Telephone Number

Billing Contact Fax Number

Billing Contact Email Address

Tax I.D. Number (For Use By Controller's Office Only)

List the name and license number or registration certificate number of each person currently employed by the Contractor to dispense hearing aids.

[Insert Additional Pages If Necessary]

## ATTACHMENT C

### ADA Compliance Questionnaire

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Contractor Name (As Registered for Tax Purposes)

List the street addresses of all locations where services are delivered. Place an [\*] beside the location that serves as headquarters/main office where communication and payments are preferred. Use additional sheet if necessary.

Street Address	City	County	State	Zip	Phone
Street Address	City	County	State	Zip	Phone
Street Address	City	County	State	Zip	Phone
Street Address	City	County	State	Zip	Phone
Street Address	City	County	State	Zip	Phone
Street Address	City	County	State	Zip	Phone
Street Address	City	County	State	Zip	Phone
Street Address	City	County	State	Zip	Phone
Street Address	City	County	State	Zip	Phone

Questions	Answers	
	Yes	No
Are all of the foregoing Contractor locations open to the general public?		
Are all of the foregoing Contractor locations architecturally accessible?		
If not, is the Contractor willing to make all of them architecturally accessible?		
Are all services at all Contractor locations used by all persons without regard to:		
Race, color, or national origin		
Sex		
Age		
Disability		

Have written nondiscrimination policies been adopted at all locations for:	Yes	No
Race, color or national origin nondiscrimination, Title VI, Civil Rights Act of 1964 (P.L. 88-352)		
Sex nondiscrimination as provided in Title IX of the Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and §§ 1685-1686)		
Age nondiscrimination as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101-6107		
Nondiscrimination on the basis of disability as provided by the Americans with Disabilities Act (P.L. 101-336) and Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. § 794 and 24 C.F.R. Parts 8 and 9		
Accessibility to persons with mobility impairments as provided by the Architectural Barriers Act of 1968, 42 U.S.C. 4151, <i>et seq.</i> and 24 C.F.R. Parts 40 and 41		
Are appropriate modes of communication utilized for all persons served by the Contractor?		

If the answer to any of the foregoing questions is "no", please explain in the space provided below. Use and attach additional pages if necessary.

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By signing below, the Contractor certifies that he or she shall comply with all Federal statutes relating to nondiscrimination, accessibility, and communication and shall not make any charge to, or accept payment from, the Recipient or the Recipient's family for the Service.

For the Contractor:

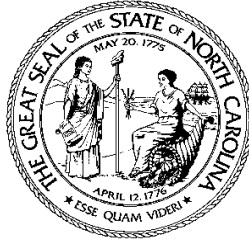
Signature Title Date

DSDHH Reviewer:

Signature Hard of Hearing Services Manager Date

**ATTACHMENT D  
CONTRACTOR ELECTRONIC PAYMENT FORM**

**Office of the State Controller  
DHHS Controller's Office**



**Contractor's Electronic Payment Form**

For your convenience and benefit, the State of North Carolina offers payees the opportunity to receive future payments electronically, rather than by check. Your payments will be deposited into the checking or savings account of your choice. In addition to having the money deposited electronically, you also will be notified of the deposit either by fax or by email. The fax or email will provide you with all the information that would normally be on your check stub. To receive payments electronically, you must print and complete this form, attach a voided check to the form, and return both to the foregoing address.

**PRINT THE FOLLOWING INFORMATION**

Payee Name: \_\_\_\_\_

Federal Id. & Social Security Nos.: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_

**Select The Type of Account To Be Used and Provide The Account Number:**

☐ Checking Account No.: \_\_\_\_\_

☐ Savings Account No.: \_\_\_\_\_

**Provide the "Remit Address" for Foregoing Account:** \_\_\_\_\_

\_\_\_\_\_

**Select The Means By Which You Wish To Be Notified Of Payment:**

☐ Fax Number: \_\_\_\_\_ ☐ Email Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Contractor Representative

\_\_\_\_\_  
Title

**Attach a Voided Check To This Form**



## ATTACHMENT E

### Contractor Certifications Required by North Carolina Law Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes can be found online at:

- Article 2 of Chapter 64:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 105-164.8(b):  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-48.5.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-48.5.pdf)
- G.S. 143-59.1:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)

### Certifications

- (1) **Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g)**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)
- (2) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in **G.S. 143-59.1(a)** because:
  - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of **G.S.105-164.8(b)**; and
  - (b) [check **one** of the following boxes]
    - ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in **G.S. 143-59.1(c)(2)** after December 31, 2001; **or**
    - ☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in **G.S. 143-59.1(c)(2)** after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (3) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (4) The undersigned hereby certifies further that:
  - (a) He or she is a duly authorized representative of the Contractor named below;

- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of **G.S. 143-59.1 and -59.2** shall be guilty of a Class I felony.

---

Contractor's Name

---

Signature of Contractor's Authorized Agent

Date

---

Printed Name of Contractor's Authorized Agent

Title

---

Signature of Witness

Date

---

Printed Name of Witness

Title

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

## ATTACHMENT F

### Certification of Compliance With G.S. § 133-32 and Executive Order 24

#### Background

- A. G.S. § 133-32 makes it unlawful for any vendor, contractor, subcontractor, or supplier who: (1) has a contract with a governmental agency; or (2) has performed under such a contract within the past year; or (3) anticipates bidding on such a contract in the future; to make gifts or to give favors to any governmental officer or employee who is charged with the duty of: (1) preparing plans, specifications, or estimates for public contract; or (2) awarding or administering public contracts; or (3) inspecting or supervising construction. G.S. § 133-32 can be viewed online at:

[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_133/GS\\_133-32.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_133/GS_133-32.pdf)

- B. Executive Order 24 expands the prohibitions in G.S. § 133-32 to ban the giving of gifts and favors to *any* employee of the Cabinet agencies -- the Departments of Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, and Transportation and the Office of the Governor -- regardless of the nature of their official duties.

#### Certifications

1. I certify that I understand that G.S. § 133-32 prohibits my organization, as an applicant for a public contract, from giving any gifts or favors to any governmental officer or employee who is charged with the duty of: (1) preparing plans, specifications, or estimates for public contract; or (2) awarding or administering public contracts; or (3) inspecting or supervising construction.
2. I certify that I understand that Executive Order 24 prohibits my organization, as a bidder on a public contract, from giving any gifts or favors to **any** employee of Cabinet agencies and the Office of the Governor.
3. I certify, on behalf of my organization and its employees and agents, that I have made reasonable inquiries and have found no evidence that any such prohibited gifts or favors have been offered or promised by any of my organization's employees or agents to any covered State officers or employees.
4. I understand that this certification is a material representation of fact; that the North Carolina Department of Health and Human Services, Division of Services for the Deaf and the Hard of Hearing will rely upon this certification if it decides to award a contract to my organization; and that submission of this certification is a prerequisite for State review of the attached Application.

[Signatures Follow on Next Page]

**Certification of Compliance With G.S. § 133-32 and Executive Order 24**  
**Page 2**

---

Contractor's Name

---

Signature of Contractor's Authorized Agent

Date

---

Printed Name of Contractor's Authorized Agent

Title

---

Signature of Witness

Title

---

Printed Name of Witness

Date

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

**[Remainder of Page Intentionally Left Blank]**

## ATTACHMENT G

### Audiologist's or Hearing Instrument Specialist's Verification

#### Instructions

Each Audiologist or Hearing Instrument Specialist who provides services under this Contract must complete this form by: (a) placing his or her initials in rows 1 through 9 of Column B to indicate that he or she has read and understands the terms in the same row in Column C; and (b) signing page 2 of this Verification.

If an Audiologist or Hearing Instrument Specialist becomes a partner, shareholder, or employee of the Contractor after the Contractor has submitted his or her Application: (a) the Contractor shall cause the Audiologist or Hearing Instrument Specialist to complete and sign a copy of this Verification; and (b) the Contractor shall submit the verification to the Division of Services for the Deaf and the Hard of Hearing within thirty days after the Audiologist or Hearing Instrument Specialist becomes a partner, shareholder, or employee.

A	B	C
#	Initial	Terms
1		I understand that this Contract is specific to the North Carolina Division of Services for the Deaf and the Hard of Hearing Equipment Distribution Service and is unrelated to any other contract, agreement, or understanding executed with any other agency of the State. (RFA Section 1)
2		I understand that the primary purpose of this Contract is to facilitate the Recipient's use of the telephone and that only those who need assistance with telephone use, who are cognitively and physically capable of using the telephone, and who own or have free access to a telephone, should be certified and fit with a hearing aid under this Contract. (RFA Section 2)
3		I have read and understand the clinical criteria that qualify an individual for a hearing aid through this service. (See RFA Section 5.3)
4		I understand that the Contractor must give the Division's Contract Administrator written notice of any changes to the information contained in any of the Application documents by no later than thirty (30) days after the change occurs and that the Contractor must use the "Notification of Information Change" form supplied by the Division to give that notice. (RFA Section 6.13)
5		I understand that a Recipient must be fitted with a telecoil hearing aid within 30 days of receipt of the authorization letter. If for any reason I am unable to meet this requirement, I will notify DSDHH to provide detailed explanation and to request an extension. (RFA Sections 6.2 & 6.3)

A	B	C
#	Initial	Terms
6		I understand that if I determine that an Applicant meets the eligibility criteria in RFA Section 5.3, I must immediately give the Applicant, or the Applicant's official representative, a copy of the Applicant's hearing loss audiogram and a completed and signed "Certification and Documentation of Equipment Need." I shall not withhold these documents from the Applicant or the Applicant's official representative for any reason and shall not forward these documents to the Regional Center serving the Applicant's County of Residence. (RFA Section 5.5)
7		I understand the Disbursement allowances as defined within this Contract and know that all costs for fitting an Applicant with a hearing aid through the Equipment Distribution Service <b>cannot exceed \$1,600.00</b> . I further understand that no costs will be passed off to the Applicant or any member of the Applicant's family. (RFA Section 8.4)
8		I understand that, if I determine that an Applicant cannot use a BTE hearing aid, I must document this limitation: (a) in the "Physical Limitations" subsection of the "Certification and Documentation of Equipment Need" and (b) in a letter (printed on company letterhead stationery) addressed to the Division's Equipment Distribution Coordinator. In that event, <b>with the coordinator's prior written consent</b> , I may fit the Recipient with a telecoil-equipped, full-shell, in-the-ear (ITE) hearing aid. (RFA Section 5.4)
9		I understand that authorizations are only valid for six months and that invoices received by the Division after the end of the twelve months will not be paid. (RFA Section 8.5)

By initialing and signing this Verification, the undersigned hereby verifies that he or she: (a) has been shown a copy of the Contract between the between the Department of Health and Human Services, Division of Services for the Deaf and the Hard of Hearing, and the Contractor named below; (b) understands that the terms in the foregoing table summarize the terms of that Contract; (c) has read and understands the terms in the table; and (d) will comply with those terms when dispensing telecoil-equipped hearing aids under the Contract.

---

Contractor's Printed Name

---

Signature

---

Date

**NOTE TO CONTRACTOR:** Attach a copy of the above-named Audiologist's or Hearing Instrument Specialist's license or letter of renewal/verification of licensure to this Verification.

## Attachment H

*This document to be completed by the Dispensing Hearing Aid Professional*

### CERTIFICATION AND DOCUMENTATION OF EQUIPMENT NEED

**To the Provider: All Fields MUST be Completed for Acceptance by DSDHH**

#### Select the appropriate box

☐ Based upon review of audiogram, I certify that, \_\_\_\_\_ (name of applicant) does not meet certification requirements as stipulated in the 2019 – 2020 provider contract and **IS NOT a good candidate** for better use of the telephone with the telecoil equipped hearing aid being offered.

OR

☐ Based upon review of audiogram, I certify that, \_\_\_\_\_ (name of applicant) meets the hearing loss certification requirements as stipulated in the 2019 – 2020 provider contract and **IS a good candidate** for better use of the telephone with the telecoil equipped hearing aid being offered.

Hearing Aid Manufacturer: \_\_\_\_\_

Hearing Aid Model: \_\_\_\_\_

Check appropriate box:

BTE Digital	<input type="checkbox"/>	RIC	<input type="checkbox"/>	RITE	<input type="checkbox"/>	Other Style *	<input type="checkbox"/>
*Other Style of Hearing Aid: The applicant requires another style of hearing aid for one or more physical reasons as noted in the attached documentation letter (Provider must submit a detailed explanation on company letterhead describing the need of style change)							

Bilateral Hearing Loss: \_\_\_\_\_ Yes \_\_\_\_\_ No

Selected Ear Fit for Telephone Use: Right \_\_\_\_\_ Left \_\_\_\_\_

Ear Mold Type: ☐ Custom Occluded Style (specify) \_\_\_\_\_

☐ Non-Occluded Style (i.e. domes) (specify) \_\_\_\_\_

Pure Tone Average at 500 Hz, 1000 Hz, and 2000 Hz: Right Ear \_\_\_\_\_ Left Ear \_\_\_\_\_

Pure Tone Average at 2000 Hz, 4000 Hz, 6000 Hz, and 8000 Hz: Right Ear \_\_\_\_\_ Left Ear \_\_\_\_\_

Audiograms must show evaluation results of both ears. Exceptions for single ear only evaluation must be explained on company letterhead and provided to the customer along with the audiogram and this form

#### Additional Technology:

The recipient used the following type of mobile device for telecommunication (Fill out appropriate box)

<b>IOS</b> iPhone, iPad, iPod Generation: _____	<b>Android</b> Make: _____ Generation: _____	Other Mobile Device Specify: _____	Does not use a Mobile Device <input type="radio"/>
---	--	---------------------------------------	---

Based on Hearing Aid brands provider distributes, and recipient needs, the following additional technology will be provided (Check one)

<b>MFI</b>	<input type="checkbox"/>	<b>MFA</b>	<input type="checkbox"/>	<b>Bluetooth</b> Will you provide a phone streamer? If yes, which Streamer? _____	<input type="checkbox"/>	<b>Telecoil (T-Coil)</b> MUST be provided
------------	--------------------------	------------	--------------------------	---	--------------------------	--

☐ Approved

☐ Denied

☐ Hold

Date: \_\_\_\_\_

### Check Applicable Paragraph

☐ By signing below, I certify that I have assessed both ears of the applicant for hearing loss as documented on the attached audiogram and determined the applicant **MEETS all hearing loss eligibility parameters** established by DSDHH for this telecoil equipped hearing aid. I have further determined that the applicant needs this device for telephone use and is alert, sufficiently oriented, and able to utilize and maintain a hearing aid properly and independently or with little assistance from another person.

☐ By signing below, I certify that I have assessed both ears of the applicant for hearing loss as documented on the attached audiogram and determined the applicant **DOES NOT MEET eligibility parameters** established by DSDHH for a telecoil equipped hearing aid.

Certifier's name (print clearly)		License #	
Company Name:			
Street Address:			
City		State	
		Zip Code	
Certifier's Signature		Date Signed	
Title		Phone Number	

Hearing Aid Application  
Version 9/1/19



## **ATTACHMENT I**

### **Notification of DSDHH RFA Information Change**

In accordance to Section 6.13 of the Contract, I hereby notify DSDHH of the following change(s). **Personnel changes must be submitted and on file with DSDHH prior to a new employee certifying and / or fitting applicants for EDS hearing aid assistance. Complete all sections as appropriate to your notification.**

Date of Notification \_\_\_\_\_

**Business Name and Address of Provider: (as submitted on Attachment B of RFA)**

Business Name \_\_\_\_\_

Address \_\_\_\_\_

Person Submitting Information \_\_\_\_\_

Date \_\_\_\_\_ Contact Number \_\_\_\_\_ Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Provider Tax ID # \_\_\_\_\_

---

#### **Contact Person if NOT same Person submitting Information**

\_\_\_\_\_  
Name Phone Number E-Mail Address

#### **I. ADDITION / DELETION OF STAFF (check one) \_\_\_\_\_ ADD \_\_\_\_\_ DELETE**

Name of Employee		Start/Stop Date of Employee	
Office Location Assigned of Named Employee			
Staff Person is Licensed in the State of North Carolina to dispense hearing aids? (check (√) one)	YES	NO	

**Proof of Licensure MUST be submitted with signed Audiologist and Hearing Instrument Specialist verification form at time of notification**

#### **II. CHANGE OF BUSINESS ADDRESS OR OFFICE \_\_\_\_\_ ADD \_\_\_\_\_ DELETE**

DBA Name of Office (if applicable)							
Address of Office Location							
Office Telephone Number							
This Office is: (check (√) one)	New Purchase		Closure		Address Change		
If Closure, is office: (check (√) one)	Relocated		Permanent Closure (must contact DSDHH)				

#### **III. Change of TAX IDENTIFICATION NUMBER (New W-9 must be submitted with Notification)**

Old Provider Name (as registered) W-9 Number	
New Provider Name (if applicable, as registered) New W-9 Number	

Fax or Email All Documents to: Thomas Kuszaj  
(919) 874-2253 tty  
Thomas.kuszaj@dhhs.nc.gov

## ATTACHMENT J

### WAIVER CONTENT EXAMPLE

By my undersigned signature, I affirm that my age is eighteen years of age or older. I have been advised by \_\_\_\_\_ (Hearing aid dispenser's name) that the Federal Food and Drug Administration has determined that my best health interest would be served if I had a medical evaluation by a licensed physician (preferably a physician who specializes in diseases of the ear) before purchasing a hearing aid.

The above-named hearing aid dispenser has:


- 1) Informed me that exercising a waiver is not in my best health interest; and,
- 2) Has not in any way actively encouraged me to waive such a medical evaluation.

I attest that I am of sound mind and it is my sole decision to forego getting a medical evaluation and therefore desire to sign a waiver.

---


Customers Name

Date

NC Office of the State Controller (IRS Form W-9 will not be accepted in lieu of this form) <b>*Denotes a Required Field</b>	<b>STATE OF NORTH CAROLINA</b> <b>SUBSTITUTE W-9 FORM</b> <b>Request for Taxpayer Identification Number</b>			
Section 1 – Taxpayer Identification	<b>*1.</b> <input type="checkbox"/> Social Security Number (SSN), OR <input type="checkbox"/> Employer Identification Number (EIN), OR <input type="checkbox"/> Individual Taxpayer Identification Number (ITIN) <b>*2.</b>		Please select the appropriate Taxpayer Identification Number (EIN, SSN, or ITIN) type and enter your 9-digit ID number. The U.S. Taxpayer Identification Number is being requested per U.S. Tax Law. Failure to provide this information in a timely manner could prevent or delay payment to you or require The State of NC to withhold 28% for backup withholding tax.	
	<b>*4. Legal Name</b> (as shown on your income tax return):		<b>3. Dunn &amp; Bradstreet Universal Numbering System (DUNS) (see instructions)</b>	
	<b>5. Business Name/DBA/Disregarded Entity Name, if different from Legal Name:</b>			
	Contact Information			
	<b>*6. Legal Address</b>		<b>7. Remittance Address</b> (Location specifically used for payment that is different from Legal Address, if applicable)	
	<b>*Address Line 1:</b>		<b>Address Line 1:</b>	
	<b>Address Line 2:</b>		<b>Address Line 2:</b>	
	<b>*City</b> <b>*State</b> <b>*Zip (9 digit)</b>		<b>City</b> <b>State</b> <b>Zip (9 digit)</b>	
	<b>*County</b>		<b>County</b>	
	<b>*8. Contact Name:</b>			
<b>*9. Phone Number:</b>				
<b>10. Fax Number:</b>				
<b>11. Email Address:</b>				
Section 2 – Certification	<b>*12. Entity Type</b> <input type="checkbox"/> Individual/Sole Proprietor/Single-member LLC <input type="checkbox"/> C-Corporation <input type="checkbox"/> S-Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Estate <input type="checkbox"/> Other _____ <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		<b>*13. Entity Classification</b> <input type="checkbox"/> Medical Services <input type="checkbox"/> Legal/Attorney Services <input type="checkbox"/> NC Local Govt <input type="checkbox"/> Federal Govt <input type="checkbox"/> NC State Agency <input type="checkbox"/> Other Govt <input type="checkbox"/> Other (specify) _____	<b>14. Exemptions (see instructions)</b>  Exempt payee code (if any): _____  Exemption from FATCA reporting code (if any): _____
	Under penalties of perjury, I certify that:			
	1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding because of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined later in general instructions), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.			
	Certification instructions: Please refer to the IRS Form W-9 located on the IRS Website ( <a href="https://www.irs.gov/">https://www.irs.gov/</a> ):			
<b>*Printed Name:</b>		<b>*Printed Title:</b>		
<b>*Authorized U.S. Signature:</b>		<b>*Date:</b>		

Please complete the "Modification to Existing Vendor Records" section below if there have been any changes to the following: Tax Identification Number (TIN), Legal Name, Business Name, Remittance Address

Return to the NC State Agency from which you are requesting payment.

NC Office of the State Controller <b>*Denotes a Required Field</b> This form is to be completed by the vendor.	<b>STATE OF NORTH CAROLINA</b> <b>SUBSTITUTE W-9 FORM</b> <b>Modification to Existing Vendor Records</b>	
--	--	---

This form is to be completed by the vendor if one or more of the following have changed:

1. Change of remittance address.
2. Change of Social Security Number (SSN), or Employer Identification Number (EIN), or Individual Taxpayer Identification Number (ITIN).
3. Change of Vendor Name.

Please complete the applicable sections below.

**Section 1:**

<b>CHANGE FROM: Remittance Address</b> <div>* Address Line 1:</div> <div>Address Line 2:</div> <div>* City                      * State                      * Zip (9 digit)</div> <div>* County</div>	<b>CHANGE TO: Remittance Address</b> <div>* Address Line 1:</div> <div>Address Line 2:</div> <div>* City                      * State                      * Zip (9 digit)</div> <div>* County</div>
---	---

NOTE: If you would like to receive your payments electronically, please complete the [Vendor Electronic Payment Form](#)

**Section 2:**

<b>* CHANGE FROM: SSN, or EIN, or ITIN</b>	<b>* CHANGE TO: SSN, or EIN, or ITIN</b>
--	--

**Section 3:**

<b>CHANGE FROM: Vendor Name</b> <div>* Legal Name:</div> <div>Business Name/DBA/Disregarded Entity Name, if different from Legal Name:</div>	<b>CHANGE TO: Vendor Name</b> <div>* Legal Name:</div> <div>Business Name/DBA/Disregarded Entity Name, if different from Legal Name:</div>
---	---

<b>* Printed Name:</b>		<b>* Printed Title:</b>	
<b>* Authorized U.S. Signature:</b>		<b>* Date:</b>	

## General Instructions

For General Instructions, please refer to the IRS Form W-9 located on the IRS Website (<https://www.irs.gov/>).

## Specific Instructions

### Section 1 -Taxpayer Identification

**1. Taxpayer Identification Type.** Check the type of identification number provided in box 2.

**2. Taxpayer Identification Number (TIN).** Enter taxpayer's nine-digit Employer Identification Number (EIN), Social Security Number (SSN), or Individual Taxpayer Identification Number (ITIN) without dashes.

Note: If an LLC has one owner, the LLC's default tax status is "disregarded entity". If an LLC has two owners, the LLC's default tax status is "partnership". If an LLC has elected to be taxed as a corporation, it must file IRS Form 2553 (S Corporation) or IRS Form 8832 (C Corporation).

**3. Dunn and Bradstreet Universal Numbering System (DUNS).** Vendors are requested to enter their DUNS number, if applicable.

**4. Legal Name.** Enter the legal name as registered with the IRS or Social Security Administration. In general, enter the name shown on your income tax return. Do not enter a Disregarded Entity Name on this line.

**5. Business Name.** Business, Disregarded Entity, trade, or DBA ("doing business as") name.

### Contact Information

**6.** Enter your **Legal Address**.

**7.** Enter your **Remittance Address, if applicable**. A **Remittance Address** is the location in which you or your entity receives business payments.

**8.** Enter the **Contact Name**.

**9.** Enter your **Business Phone Number**.

**10.** Enter your **Fax Number**, if applicable.

**11.** Enter your **Email Address**, if applicable.

For clarification on IRS Guidelines, see [www.irs.gov](http://www.irs.gov).

**12. Entity Type.** Select the appropriate entity type.

**13. Entity Classification.** Select the appropriate classification type.

### Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code below.

**14. Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 - The United States or any of its agencies or instrumentalities
- 3 - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities
- 4 - A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5 - A corporation
- 6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7 - A futures commission merchant registered with the Commodity Futures Trading Commission
- 8 - A real estate investment trust
- 9 - An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10 - A common trust fund operated by a bank under section 584(a)
- 11 - A financial institution
- 12 - A middleman known in the investment community as a nominee or custodian
- 13 - A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

If the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A - An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B - The United States or any of its agencies or instrumentalities
- C - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D - A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E - A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F - A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G - A real estate investment trust
- H - A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I - A common trust fund as defined in section 584(a)
- J - A bank as defined in section 581
- K - A broker
- L - A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M - A tax exempt trust under a section 403(b) plan or section 457(g) plan

## Section 2 - Certification

To establish to the paying agency that your TIN is correct, you are not subject to backup withholding, or you are a U.S. person, or resident alien, sign the certification on NC Substitute Form W-9. You are being requested to sign by the State of North Carolina.

For additional information please refer to the IRS Form W-9 located on the IRS Website (<https://www.irs.gov/>).